1. INTRODUCTION

1.1. This Foundation Agreement ("**Foundation Agreement**") between the applicable Regional Broadcom Entity set forth in the referencing Transaction Document, a Broadcom Inc. company, ("**Broadcom**"), and your organization, ("**Customer**"), is effective on the date set forth in the referencing Transaction Document which identifies the "Start Date" and specifies the terms and conditions agreed between the Parties as a foundation for their relationship as further defined in the applicable Modules.

1.2. With respect to the Broadcom Offering, additional terms shall be included in a Module, while terms specific to each individual order from Customer or Broadcom Partner shall be set forth in the Transaction Document(s) for such order.

1.3. This Foundation Agreement may incorporate any applicable Module referenced in the "Governing Contract" section of the applicable Transaction Document.

2. DEFINITIONS

2.1. "**Agreement**" means this Foundation Agreement, the applicable Module, the applicable Transaction Document, and any document incorporated expressly therein by reference.

2.2. "**Affiliate**" means any person or entity which directly or indirectly owns, controls, is controlled by, or is under common control with a party, where control is defined as owning or directing more than fifty percent (50%) of the voting equity securities or a similar ownership interest in the controlled entity.

2.3. **"Broadcom Offering**" means the individual offering (such as software, services, education, software as a service, or support) in the CA, Symantec, or VMware product families.

2.4. **Broadcom Partner**" means a Broadcom authorized channel partner selected by the Customer.

2.5. **Broadcom Software**" means the computer software programs in the CA, Symantec, or VMware product

families made generally available and licensed to Customer under the applicable Module pursuant to the applicable Transaction Document. Broadcom Software may be provided individually or packaged as a software appliance and includes all versions and releases provided as part of Broadcom Maintenance, if applicable.

2.6. "**Confidential Information**" means any information, maintained in confidence by the disclosing Party, communicated in written or oral form, marked as proprietary, confidential, or otherwise so identified, or any information that by its form, nature, content, or mode of transmission would be deemed confidential or proprietary to a reasonable recipient, including, without limitation, Broadcom Offerings, Documentation, the Agreement, Transaction Documents, Broadcom provided pricing, and any benchmarking data or results.

2.7. "**Documentation**" means the technical product specifications or user manuals published by Broadcom or a Broadcom Affiliate.

2.8. "**Module**" means the additional terms and conditions applicable to a Broadcom Offering. If a Broadcom Offering includes both on-premises software and SaaS, then each applicable Module applies.

2.9. "**Order Confirmation**" means an electronic receipt, issued by Broadcom or a Broadcom Affiliate, confirming the Broadcom Offering title, version, quantity (based on metric, meter and/or model), and Support acquired.

2.10. "**Party**" or "**Parties**" means individually and/or collectively Broadcom and/or the Customer.

2.11. "**Personal Data**" means any information relating to (i) an identified or identifiable person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable data protection laws), provided in connection with the Agreement.

2.12. "**Taxes**" means any applicable sales tax, value-added tax (VAT), goods and services tax (GST), consumption tax, ISS, PIS and COFINS or any other applicable taxes.

2.13. "**Term**" means the period during which the Broadcom Offering is provided as specified in the Transaction Document.

2.14. "**Transaction Document**", "**Order Form**", or "**Order**" means a mutually agreed ordering document such as a Broadcom quote, order form, or statement of work for the specific Broadcom Offering licensed or purchased. Either Transaction Documents are executed or, in the case of a quote and purchase order ("PO"), a PO referencing such quote is issued and that issuance constitutes acceptance of the quote and formation of contract.

3. ORDERING AND DELIVERY

3.1. Under the terms of this Agreement and subject to the terms of the applicable Module(s), Customer and any Customer Affiliate incorporated in the same jurisdiction as Customer, may purchase Broadcom Offerings directly from Broadcom or through a Broadcom Partner, and Broadcom shall provide the specific Broadcom Offering. All Customer Affiliates incorporated in a different jurisdiction than Customer, must sign a participation agreement with Broadcom to adopt and adhere to the terms of this Agreement.

3.2. The Broadcom Offerings, (and any hardware components if included within your Transaction Document), will be delivered either in tangible media FCA SD (FCA Shipping Dock), as defined in INCOTERMS 2020, from Broadcom's shipping point as indicated in the Transaction Document or by electronic delivery (ESD). Customer agrees to be responsible for all customs, duties, import clearances, title, and risk of loss to any Broadcom hardware, if included, will pass upon point of delivery to Customer's carrier at Broadcom's shipping location. For non-US customers, title to the hardware product transfers when the product leaves the national territory of the US.

3.3. In the event of a payment or set off issue relating to one Broadcom Offering, such payment issue will not impact any other obligation to pay for any Broadcom Offering provided to Customer.

4. CONFIDENTIALITY

4.1.

he Parties agree that, when receiving Confidential Information from the disclosing Party, the receiving Party shall hold it

in confidence and shall not disclose nor use such information except as necessary to carry out the purpose of this Agreement. The receiving Party shall treat the disclosing Party's Confidential Information confidentially and in the same manner as it treats its own proprietary and/or confidential information, which shall not be less than a reasonable standard of care. Confidential Information may be disclosed to receiving Party's employees, affiliates, agents, financial advisors, contractors, and attorneys on a need-to know basis and the receiving Party shall ensure that such persons preserve and use such Confidential Information pursuant to the terms of the Agreement.

4.2. The receiving Party may disclose Confidential Information in connection with a judicial or administrative proceeding to the extent that such disclosure is required under applicable law or court order, provided that the receiving Party shall, where reasonably possible, give the disclosing Party prompt and timely written notice of any such proceeding and shall offer reasonable cooperation in any effort of the disclosing Party to obtain a protective order.

4.3. For the purposes of the Agreement, the term "Confidential Information" excludes: (i) information which the receiving Party has been authorized in writing by the disclosing Party to disclose without restriction; (ii) information which was rightfully in the receiving Party's possession or rightfully known to it prior to receipt of such information from the disclosing Party; (iii) information which was rightfully disclosed to the receiving Party by a third Party having proper possession of such information, without restriction; (iv) information which is part of or enters the public domain without any breach of the obligations of confidentiality by the receiving Party; and
(v) information which is independently developed by the receiving Party without use or reference to the disclosing Party's Confidential Information.

4.4. Nothing in the Agreement will (i) preclude Broadcom from using the ideas, concepts and know- how which are developed in the course of providing any Broadcom Offerings to Customer or (ii) be deemed to limit Broadcom's rights to provide similar Broadcom Offerings to other customers. Customer agrees that

Broadcom may use any feedback provided by Customer related to any Broadcom Offering for any Broadcom business purpose, without requiring consent including reproduction and preparation of derivative works based upon such feedback, as well as distribution of such derivative works.

4.5. The receiving Party agrees, upon request of the disclosing Party, to return to the disclosing Party all Confidential Information in its possession or certify the destruction thereof.

4.6. In the event of a breach of this section 4, the disclosing Party may not have an adequate remedy at law. The Parties therefore agree that the disclosing Party may be entitled to seek the remedies of temporary and permanent injunction, specific performance, or any other form of equitable relief deemed appropriate by a court of competent jurisdiction. For any Confidential Information that constitutes a trade secret under applicable law, the obligations of this section will continue for so long as such trade secret status is maintained by the disclosing Party. For all other Confidential Information, the foregoing obligations shall extend for five (5) years from the date of initial disclosure.

5. FEES

5.1. To the extent permitted by law, Customer shall issue and provide Broadcom a purchase order ("**PO**"), or a series of POs, for the full term and total fees that are due contemporaneously with the execution of each Transaction Document. Broadcom, directly or through a Broadcom Partner, reserves the right to invoice Customer for any use of the Broadcom Offerings in excess of the Authorized Use Limitation at Broadcom's then-current list price.

5.2. Unless an alternative date of payment is set out on the Transaction Document, payment is due upon the due date specified on the invoice. Customer agrees to pay Taxes in addition to the fees when such payments are due. Customer (a) may only withhold tax as required by law, subject to the application of any reduced rate allowed in an income tax treaty or otherwise, (b) shall request all documentation required for the reduction of withholding tax, and (c) shall provide proof of payment

of the withholding tax for credit relative to the applicable invoice(s).

5.3. If indicated on the Transaction Document, Customer may pay any initial payment due to Broadcom on or before the due date (as stated in the applicable Transaction Document) through a same day fed wire. For other payments required of Customer due to Broadcom, Broadcom will send Customer an invoice containing updated wire transfer information at least thirty (30) days prior to each respective due date. Broadcom reserves the right to change credit or payment terms at Broadcom's discretion if Customer's or Broadcom Partner's financial condition or previous payment history so warrant.

5.4. A Customer issued PO may be used to accept terms of a Transaction Document in place of a signature on the Transaction Document, provided that Customer references the Transaction Document in the PO and includes the appropriate reference number, if applicable.

5.5. If a payment due date falls on a weekend or a holiday the payment shall be payable by Customer to Broadcom on the business day immediately prior to such date.

5.6. Failure to timely remit payment of all amounts set forth in a Transaction Document or under any other agreement with any Broadcom entity after written notice from Broadcom and a reasonable opportunity to remit such payment by Customer and to the full extent permitted by applicable law, shall (1) relieve Broadcom of any support obligations hereunder, and (2) suspend all Customer subscription use rights until payment is tendered at which time use rights and support shall recommence. Broadcom reserves the right to impose late fees as may be permitted by law on any past due amounts.

5.7. During the Term of any Transaction Document, Broadcom may increase the fees under the Transaction Document for the Broadcom Offerings up to 7% annually by providing Customer with advance notice including through pricing notices posted at the Broadcom support website no less than ninety (90) days prior to such changes taking place but in no event will Broadcom purport to effect a price change while in any particular calendar year (i.e., price changes will only be effective on

January 1 of the year following that in which notice was provided).

5.8. Broadcom may assign its payment rights in, or grant a security interest in, this Agreement and any associated Transaction Document to a third party without requiring such third party to be liable for the obligations of Broadcom under this Agreement or Transaction Document, provided that (1) Broadcom remains directly responsible for performance of its duties hereunder, and (2) Customer's obligations are not otherwise affected.

5.9. In the event Customer orders a Broadcom Offering through a Broadcom Partner (or that partner's resale channel), this Foundation Agreement, excluding all of Section 5 (except Section 5.6), shall apply to Customer.

6. TITLE

6.1. Broadcom retains all right, title, copyright, patent, trademark, trade secret and all other proprietary interests to all Broadcom Offerings and any derivatives thereof. No title, copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted under the Agreement is exchanged between the Parties.

7. WARRANTY

7.1. Each Party represents and warrants that it has the legal power to enter into the Agreement.

7.2.

Broadcom represents and warrants that it owns or otherwise has sufficient rights to grant Customer the rights defined in any Transaction Document and/or Module.

7.3. CUSTOMER ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR (1) SELECTING CONFIGURATIONS, POLICIES, AND PROCEDURES IN THE BROADCOM OFFERING(S) THAT ARE CONFIGURABLE INCLUDING, WITHOUT LIMITATION, THE SELECTION OF FILTERED CATEGORIES AND WEB APPLICATION CONTROLS, AND FOR ASSURING THAT THE SELECTION (A) CONFORMS TO CUSTOMER'S POLICIES AND PROCEDURES AND (B) COMPLIES WITH ALL APPLICABLE LAWS.

7.4. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ABOVE WARRANTIES AND THOSE SET FORTH WITHIN THE APPLICABLE TRANSACTION DOCUMENTS AND/OR MODULES ARE THE SOLE WARRANTIES PROVIDED BY BROADCOM. NO OTHER WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, NONINFRINGEMENT, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, INCLUDING THAT THE BROADCOM OFFERING WILL OPERATE UNINTERRUPTED OR IS ERROR FREE, OR ANY WARRANTY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, RELATING TO THE BROADCOM OFFERINGS, ARE MADE BY BROADCOM OR ITS SUPPLIERS.

8. INDEMNIFICATION

8.1. Broadcom will indemnify, defend and/or, at its option, settle any third party claims that Customer's use of the specific Broadcom Offering licensed or purchased by Customer under this Agreement infringes any valid US patent or copyright within the jurisdictions where Customer is authorized to use the Broadcom Offering at the time of delivery provided that: (i) Customer gives Broadcom prompt written notice thereof and reasonable cooperation, information and assistance in connection therewith; (ii) Broadcom shall have sole control and authority with respect to defense or settlement thereof; and (iii) Customer takes no action that is contrary to Broadcom's interest. Broadcom may, at its option and expense: (a) procure for Customer the right to continue to use the Broadcom Offering; (b) repair, modify or replace the Broadcom Offering so that it is no longer infringing; or (c) provide a pro-rated refund of the fees paid for the Broadcom Offering (directly or through the Broadcom Partner) which gave rise to the indemnity calculated against the remainder of the Term from the date it is established that Broadcom is notified of the third party claim. If the Broadcom Offering is Broadcom Software, and is licensed on a perpetual basis, an amortization schedule of three (3) years shall be used for the basis of the refund calculation.

8.2. Broadcom shall have no liability: (i) in the event the allegation of infringement is a result of a modification of the Broadcom Offering except a modification by Broadcom, (ii) if the Broadcom Offering is not being used in accordance with Broadcom's specifications, related documentation and guidelines, (iii) if the alleged infringement would be avoided or otherwise eliminated by the use of a Broadcom published update or patch, (iv) if the alleged infringement is a result of use of the Broadcom Offerings in combination with any third party product, (v) any Deliverable provided by Broadcom in accordance with Customer's specifications, (vi) any claim relating to open source software or freeware technology that is not embedded by Broadcom into the Broadcom Offerings, (vii) any Broadcom Offering provided on a no-charge, beta, or evaluation basis, or (viii) if the applicable fees due for the specific Transaction Document have not been paid or Customer is otherwise in breach of this Agreement. The indemnifications contained herein shall not apply and Broadcom shall have no liability in relation to any Broadcom Offering produced by Broadcom at the specific direction of Customer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE FOREGOING PROVISIONS STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF BROADCOM REGARDING CLAIMS OF INFRINGEMENT, AND THE EXCLUSIVE REMEDY AVAILABLE TO CUSTOMER WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS.

8.3. Each Party shall indemnify the other against all damages, fees, (including reasonable attorney's fees) fines, judgments, costs and expenses finally awarded as a result of a third party action alleging a bodily injury or death which arises under the Agreement, provided that such liabilities are the proximate result of gross negligence or intentional tortuous conduct on the part of the indemnifying Party.

8.4. Customer shall indemnify Broadcom against any claim that any data, materials, items, or information supplied to Broadcom under the Agreement infringes any US patent, copyright, or trademark within the

jurisdictions where Broadcom is provided with such information.

9. LIMITATION OF LIABILITY

9.1. EXCEPT IN THE CASE OF A BREACH OF CONFIDENTIALITY, TITLE, AND OF THIRD PARTY CLAIMS ARISING UNDER THE INDEMNIFICATION SECTION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW A) NEITHER PARTY (INCLUDING ANY OF BROADCOM'S SUPPLIERS) SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, DAMAGES RELATING TO MONIES SAVED OR FEES GENERATED AND OR ANY LOSS OF CUSTOMER DATA BY USE OF ANY BROADCOM OFFERING, REGARDLESS OF WHETHER A PARTY WAS APPRISED OF THE POTENTIAL FOR SUCH DAMAGES; AND B) IN NO EVENT WILL A PARTY'S LIABILITY FOR DIRECT DAMAGES, EXCEED TWO TIMES THE AMOUNTS PAID BY CUSTOMER FOR THE BROADCOM OFFERING THAT GAVE RISE TO THE BREACH IN THE TWELVE MONTHS PRIOR TO THE DATE SUCH BREACH OCCURRED. BROADCOM'S SUPPLIERS HAVE NO LIABILITY UNDER THE AGREEMENT, AND CUSTOMER MAY NOT BRING CLAIMS DIRECTLY AGAINST THEM. BROADCOM'S AGGREGATE LIABILITY FOR AN EVALUATION WILL NOT EXCEED $5,000 USD.

10. TERM & TERMINATION

10.1. This Foundation Agreement shall continue in effect unless otherwise terminated in accordance with this section.

10.2. This Foundation Agreement, applicable Module(s), and the applicable Transaction Document may be terminated by either Party (a) upon a material breach by the other Party, provided that, in each instance of a claimed breach: (i) the non-breaching Party notifies the breaching Party in writing of such breach; and (ii) the breaching Party fails to cure such breach within thirty (30) days (or such other period as mutually agreed by the Parties) from receipt of such notice; (b) upon insolvency of the other Party, if permitted by law. The foregoing notwithstanding, any breach by Customer of licenses or

rights granted pursuant to this Agreement will constitute an incurable material breach by Customer; and, Broadcom may immediately terminate all of Customer's use rights and licenses, (subscription-based, perpetual, access, and use), upon written notice to Customer, and Customer must either: a) delete all full or partial copies of the Broadcom Software and SaaS instances from all computing or storage equipment and verify such deletion in a statement signed by a Vice-President or a duly authorized representative sent to usage.reporting@broadcom.com <mailto:usage.reporting@broadcom.com>, or b) return to Broadcom all full or partial copies of the Broadcom Software. Such termination shall not relieve Customer from its obligations as set forth within the related Transaction Document.

10.3.

Termination does not release either Party from any liability which, at the time of such termination, had already accrued to the other Party or which is attributable to a period prior to such termination, nor preclude either Party from pursuing any rights or remedies it may have

under law or in equity with respect to any breach of this Foundation Agreement or the Agreement. In the event of termination by Broadcom for an uncured material breach by Customer, all fees shall immediately become due and payable.

10.4. Customer may terminate this Agreement provided that Customer also terminates each and all other agreements (direct or indirect, whether or not related to this Agreement) under which Customer may procure any Broadcom Offerings (but in all cases excluding any hardware offerings and associated support contracts therefor) together with each and all Orders (however titled) in effect (except in the case of the VMware product family, only Orders entered into after November 21, 2023 need to be terminated) between the parties as of the date of termination (collectively, for purposes of this section, the "Agreements"), without cause and

without further charge or expense at any time, immediately upon written notice to Broadcom sent to usage.reporting@broadcom.com. <mailto:usage.reporting@broadcom.com>
On or after the termination date, with the exception of any Fully Paid-Up perpetual licenses (where the amount of "Fully Paid-Up" licenses will equal the total whole number of licenses earned prior to the termination and are assumed to be paid for equally over the initial term of the associated Support Services), Customer must either: a) delete all full or partial copies of the Broadcom Software from all computing or storage equipment, and verify such deletion in a statement signed by a Vice-President or a duly authorized representative and sent to usage.reporting@broadcom.com, <mailto:usage.reporting@broadcom.com>or b) return to Broadcom all full or partial copies of the Broadcom Software.

Once Customer's verification or the Broadcom Software copies are received, Broadcom will pay Customer, or Broadcom Partner, a pro-rata refund of any License, SaaS/Cloud Service, Support Services, or other fees Customer or Broadcom Partner pre-paid ("Refund Fees") in accordance with the paragraph below. Refund Fees will be calculated on the number of days remaining in the term (which for the purposes of this calculation will be deemed to commence from the date Customer's verification or the Broadcom Software copies are received) of the offering eligible for the refund. If the Broadcom Software is licensed as a perpetual license and the associated Support Services is in its initial term, Customer, or Broadcom Partner as appropriate, will receive a pro-rated refund of the cash consideration paid to Broadcom based on the initial payment schedule and shall be entitled to keep the whole number of perpetual licenses Fully Paid-Up through such date, absent language to the contrary in the applicable order.

10.5. Notwithstanding the foregoing paragraph, if the Agreement is terminated without cause, neither Party shall have further obligations under the Agreement, except that the Parties shall remain bound by the

obligations within the survival sections of the Agreements. Refund Fees will be paid within sixty (60) days to Customer (or Broadcom Partner who will process the invoicing or reimbursement of fees to Customer as appropriate and under the commercial terms between the Broadcom Partner and Customer), from the date Customer's verification or the Broadcom Software copies are received, and any unpaid fees reflecting the Broadcom Offerings delivered prior to the termination date shall become immediately due.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1. **Choice of Law; Venue**. Depending on the Regional Broadcom Entity that is a Party to this Agreement, the exclusive governing law, jurisdiction, designated arbitral body, arbitration rules and seat shall be as set forth below; except for any action related to non-payment, which may be brought in any court of competent jurisdiction:

Regional Broadcom Entity	**Governing Law**	**Jurisdiction**	
	Arbitration Organization, Rules, and Seat		
CA, Inc.	State of California	State and/or Federal Courts located in Santa Clara County, California	The American Arbitration Association ("AAA"); AAA Commercial Arbitration Rules; Seat of arbitration in California.
VMware International Unlimited Company	Ireland	Courts located in Ireland	International Chamber of Commerce ("ICC"); ICC Rules of Arbitration; Seat of arbitration in Dublin, Ireland.
CA Programas de Computador, Part e Serv Ltda.	Brazil	State Courts located in São Paulo, SP, Brazil	The American Arbitration Association Commercial Arbitration Rules; Seat of arbitration in Sao Paolo.
Broadcom Government Solutions LLC	State of California	State and/or Federal Courts located in Santa Clara County, California	The American Arbitration Association ("AAA"); AAA Commercial Arbitration Rules; Seat of arbitration in California

The Agreement will not be governed by the following, the application of which is hereby expressly excluded: (a) the conflict of law rules of any jurisdiction, (b) the United Nations Convention on Contracts for the International

Sale of Goods, and (c) the Uniform Computer Information Transactions Act, as enacted in any jurisdiction. The Parties further agree to accept service of process in accordance with the rules/procedures of the arbitral body or relevant court (as applicable), except that the Parties hereto irrevocably waive any objection that service of process must conform to the Hague Service Convention or other applicable law or treaty regarding service of process.

11.2. Dispute Resolution. Any dispute, claim or controversy arising out of relating to the Agreement ("**Dispute**") shall be resolved as provided in this Section.

11.2.1.

Informal Dispute Resolution. Save for Disputes relating to unpaid amounts, before initiating any formal proceeding relating to a Dispute, the Parties shall meet as frequently

and as often as they reasonably deem necessary to negotiate in good faith to resolve the Dispute. If the Parties are unable to resolve the Dispute within thirty (30) days of initiating the discussions, then each Party shall appoint one (1) senior executive who is not directly involved on a day-to-day basis with the subject matter of the Agreement, and those senior executives shall negotiate the matter in good faith. A formal proceeding relating to a Dispute shall not be commenced until the earlier of: (i) the good faith determination by one of the appointed senior executives that resolution through continued negotiation of the matter does not appear likely; or (ii) thirty (30) days following the date that the Dispute was first referred to the appointed senior executives. Nothing in this paragraph shall be construed to prevent a Party from instituting formal proceedings to the extent necessary to avoid the expiration of any applicable limitations period or to pursue injunctive remedies deemed

reasonably necessary to protect its interests.

11.2.2. Arbitration. Except as set forth in this paragraph, any Dispute shall be resolved by confidential arbitration. The place of the arbitration, governing law and applicable rules shall be as set forth in Section 11.1 (Choice of Law; Venue). The arbitral tribunal shall consist of three (3) arbitrators: one selected by each Party, and the third to be agreed upon by the Parties (and if agreement cannot be reached, designated by the arbitral body), which third arbitrator shall be the Chairperson. The language of the arbitration shall be English. The dispute shall be finally settled within twelve (12) months after constitution of the arbitral tribunal. The Parties agree to request a written explanation/opinion in connection with any award. Judgment on the award rendered by the arbitrators may be enforced in any court having jurisdiction thereof. Notwithstanding anything to the contrary in this paragraph, either Party may: (i) apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory injunctive relief; or (ii) seek redress in any court of competent jurisdiction in order to enforce its intellectual property rights or protect Confidential Information. The Parties shall have a right to appeal an arbitral award to a court of competent jurisdiction in order to set aside the award.

11.3. In any formal action or proceeding arising from a Dispute or relating to non-payment, the prevailing Party shall be entitled to recover its costs and reasonable attorneys' fees from the other Party.

12. GENERAL TERMS

12.1. Amendments. The terms of the Agreement may only be amended by mutual written agreement of the Parties.

12.2. Force Majeure. Except for payment obligations and

obligations pertaining to non-disclosure, notwithstanding any contrary provision in the Agreement, neither Party will be liable for any action taken, or any failure to take any action required to be taken, in the event and to the extent that the taking of such action or such failure arises out of causes beyond a Party's control, including, without limitation, war, civil commotion, act of God, pandemic, epidemic, strike or other stoppage (whether partial or total) of labor, any law, decree, regulation or order of any government or governmental body (including any court or tribunal).

12.3. Order of Precedence. Any conflict or inconsistency among or between the terms and conditions of the documents comprising the Agreement shall be resolved according to the following order of precedence, from the document with the greatest control to the least: (1) the Transaction Document; (2) Broadcom's global Data Processing Addendum (DPA) to the extent one is in place between the Parties, (3) the applicable Specific Program Documentation or SaaS Listing, (4) the relevant Module; (5) this Foundation Agreement. Notwithstanding this Order of Precedence, any terms that may appear on a Customer's purchase order that vary from the Agreement (including without limitation pre-printed terms) shall be deemed null and void.

12.4. Independent Contractors. The Parties expressly agree that the relationship between them is that of customer-independent contractor.

12.5. **Personal Data**

12.5.1. **Broadcom as Controller.** Related to the provision of the Broadcom Offerings, Broadcom may process limited Personal Data as a controller in accordance with, and for the purposes defined in, Broadcom's Privacy Policy available at <https://www.broadcom.com/privacy>in compliance with applicable data protection laws. Those purposes include: (i) management of Customer relationship; (ii) sales administration;

(iii) communications related to technical support, new versions or updates; (iv) marketing of Broadcom Offerings; (v) development of threat intelligence for the purposes of ensuring fraud prevention and network and information security; (vi) development and enhancement of the Broadcom Offerings; and (vii) compliance with applicable laws and regulations.

12.5.2. **Broadcom as Processor**. Where Broadcom processes Personal Data within Customer Data on behalf of Customer, Broadcom's global Data Processing Addendum (DPA), located at https://www.broadcom.com/privacy, <https://www.broadcom.com/privacy>applies. If Customer procures the Broadcom Offering through a Broadcom Partner, the Broadcom Partner shall be responsible for entering into a relevant data processing agreement with Customer.

12.6. Assignment. Neither Party shall assign the Agreement or any of its rights or delegate any of its duties under the Agreement, either by operation of law, agreement, or any other process, without the prior written consent of the other Party, except that Broadcom shall have the right to assign the Agreement or any of its rights or delegate any of its duties under the Agreement at any time to any Broadcom Affiliate(s), or to a successor in interest of all or substantially all of the business to which the Agreement relates. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns. Any attempted assignment in violation of this section shall be null and void.

12.7.

Import/Export. Customer acknowledges that the Broadcom Offering(s) is subject to import and export laws and regulation, including in the specific case of the U.S. the

Export Administration Regulations, and agrees to comply with all applicable import and export laws and regulations. Customer agrees that the Broadcom Offering (s) will not be exported, reexported or transferred in violation of export control laws or used for any purpose connected with chemical, biological or nuclear weapons or missile applications, nor be transferred or resold, if Customer has knowledge or reason to know that the Broadcom Offering(s) are intended or likely to be used for such purpose. Customer represents and warrants that: (a) Customer and any Authorized User, are not, and are not acting on behalf of: (1) any person who is a citizen, national, or resident of, or who is controlled by, the government of any country to which the United States has prohibited export transactions; or (2) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List, or any similar applicable designated persons list.

12.8. Legal Compliance. Both Parties shall comply with applicable federal, state, local laws, regulations and ordinances, and all other applicable laws and regulations in the performance of this agreement and use of any Broadcom Offering. Broadcom may suspend performance if Customer is in violation of applicable laws, regulations, or ordinances or in the event of a security risk to a Broadcom Offering or its users.

12.9. Critical Applications. The Broadcom Offerings are not fault tolerant and use of the offerings is prohibited for on-line control equipment in hazardous environments requiring fail-safe performance, such as the operation of aircraft navigation or aircraft communications systems, air traffic control, life support systems, human implantation, nuclear facilities or systems, weapons systems, or any other application where failure of the offering could lead to death, personal injury, or severe physical or environmental damage.

12.10. Announcements. Neither Party may issue press releases relating to the Agreement without approving the content with the other Party. Either Party may include the name and logo of the other Party in lists of customers or vendors in accordance with the other Party's standard guidelines.

12.11. Notice. Any notice required or permitted by the Agreement shall be given in writing, will refer to the Agreement and will be personally delivered or sent by a reputable overnight courier service (e.g., FedEx, UPS, DHL, etc.), electronic transmission (email or posting to a Broadcom customer portal) or registered or certified mail (return receipt requested) to the other Party's legal department at the address set forth in the Agreement, or such other address as is provided by notice as set forth herein. Notices shall be deemed effective upon electronic confirmation; and if delivered via certified mail or overnight courier, notice shall be deemed effective upon confirmation of delivery.

12.12. Headings. The section headings used herein are for information purposes only and shall not affect the interpretation of any provision of this Agreement.

12.13. Validity. In the event any term or provision of the Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of the Agreement.

12.14. Third Parties. This Agreement shall not create any rights in favor of, or any obligations owed by, any third party unless otherwise expressly defined in any Module. The Parties agree that any action arising from this Agreement shall solely be brought by Customer or Broadcom.

12.15. Waiver. Waiver of a breach of the Agreement will not constitute a waiver of any later breach.

12.16. Survival. Sections pertaining to Dispute Resolution,

Choice of Law, Confidentiality, Title, Warranty, Limitation of Liability, Termination, and Import Export shall survive termination of this Foundation Agreement.

12.17. Entire Agreement. The Agreement and all documents incorporated by reference therein shall comprise the entire agreement as pertaining to the subject matter thereof and all other prior representations, proposals, and other such information exchanged by the Parties concerning the subject matter is superseded in their entirety by the Agreement.

Software Module

1. INTRODUCTION

1.1. This Module for Broadcom Software ("**Software Module**") between the applicable Regional Broadcom Entity set forth in the referencing Transaction Document, a Broadcom Inc. company, ("**Broadcom**"), and Customer, ("**Customer**"), is effective on the date set forth in the referencing Transaction Document, and specifies the terms and conditions which apply to Broadcom Software that Broadcom will license to Customer and the Support that applies.

1.2. This Software Module incorporates by reference the terms of the Foundation Agreement effective on the date set forth in the referencing Transaction Document between Broadcom and Customer (or Broadcom Partner). Any capitalized terms used in this Software Module shall have the meanings given in the Foundation Agreement unless otherwise provided herein.

2. DEFINITIONS

2.1. "**Authorized End Users**" means Customer, Customer Affiliate(s) and their employees and independent contractors (but excluding any outsourcer, facilities management provider, managed service provider, or application service provider unless Customer explicitly

takes full responsibility and liability for such party's act and omissions) that are bound by terms and conditions no less restrictive than those contained herein and are acting on behalf of Customer and not a third party.

2.2. "**Authorized Use Limitation**" or "**Meter**" means the quantity of the Broadcom Software licensed in accordance with the License Metric specified in the Transaction Document.

2.3. "**Distributed Software**" means the Broadcom Software that is generally used for independent usage across individuals systems or hardware based on the License Metric in a decentralized form of computing, which is not listed as 'Mainframe' on Broadcom's price lists.

2.4. "**Hardware**" means the Broadcom provided physical hardware device or server.

2.5. "**License Metric**" means the specific criteria for measuring the usage of the Broadcom Software (such as MIPS, CPUs, Cores, tiers, servers, or users).

2.6. "**Mainframe Software**" means Broadcom Software that is generally used for a large capacity processor that provides links to users through less powerful devices such as workstations or terminals based on the License Metric in a centralized form of computing, which is designated as 'Mainframe' on Broadcom's price lists.

2.7. "**Perpetual License**" means a license to use Broadcom Software for an indefinite period subject to compliance with the Agreement.

2.8. "**Subscription**" or "**UMF**" (Usage and Maintenance Fee) license means a license to use Broadcom Software for a specific period of time which shall include Support unless otherwise stated in a Transaction Document.

2.9.

"**Support**" (which may also be referred to as "**Maintenance**")

means technical support for the Broadcom Software. Support may also contain "**Content Updates**" provided by Broadcom for use with the Software intended to be updated, including, but not limited to, data, signatures, definitions, rules, policies, and URLs used by the Broadcom Software, and may include content produced as a result of Customer's use of the Broadcom Software.

2.10. "**Territory**" means the geographic region (Americas, EMEA, APAC) where Customer is authorized to install the Broadcom Software as indicated by the "Ship To" location in the Transaction Document, unless more broadly or narrowly granted in the Transaction Document. Americas is defined as the continents of North and South America. EMEA is defined as the continents of Europe (including the surrounding islands such as UK and Ireland) and Africa, and the Middle Eastern countries in the continent of Asia, south of, and including Turkey and west of Iran. APAC is defined as all countries not in Americas or EMEA geographic regions.

3. SOFTWARE OFFERING & OBLIGATIONS

3.1. Subject to the Customer's compliance with the Agreement, Broadcom grants the Customer a limited, nonexclusive, non-transferable license in object code form, for the Term to:

3.1.1. Install and deploy the Broadcom Software in the Territory up to the Authorized Use Limitation.

3.1.2. Permit Authorized End Users to remotely use the Broadcom Software for Customer's and Customer Affiliates' internal business wherever located. Customer hereby expressly agrees that a breach by an Authorized End User of the Agreement shall be considered to be a breach by and the responsibility of the Customer.

3.1.3. Excluding Software in the VMware product

family, make a reasonable number of copies of the Broadcom Distributed Software for disaster recovery "cold standby", backup and archival purposes. Use of such copies is limited to testing Customer's disaster recovery procedures and effectiveness and as is necessary during any reasonable period subsequent to the occurrence of an actual disaster during which Customer cannot operate the Broadcom Software.

3.1.4. Make a reasonably necessary number of copies of the Broadcom Mainframe Software for disaster recovery purposes and use of such copies at another machine(s), provided the use of such copies shall be limited to:

(a) Conducting limited testing of the DR Plan's procedures and effectiveness so long as z/OS is not actively running except during such testing and such testing shall not exceed ten consecutive days in duration and shall not occur more than three times per annum; and

(b) The period subsequent to the occurrence of an actual disaster during which Customer cannot operate the Broadcom Mainframe Software in normal operations at a Customer Site and must invoke its DR Plan (as defined below).

Customer represents it has a disaster recovery plan with respect to its sites and the Broadcom Mainframe Software ("**DR Plan**"). The rights provided in subsection (a) above are conditioned upon Customer providing, in writing, the machine-type, model and serial number, for each machine used for disaster recovery purposes. Customer agrees to inform Broadcom of all disaster recovery tests seven (7) days prior to the

test occurrence. After a disaster recovery test period, Customer shall run the IBM SCRT for ISV Programs to report the usage of Broadcom Mainframe Software during the test and shall submit to Broadcom at scrt.broadcom.com no later than ten (10) days after the end of the calendar month in which the test occurred.

Customer agrees to keep Broadcom informed, at Broadcom's request, of the identity and address of any third party providing services in the testing or execution of Customer's DR Plan and Customer shall require any such third party to agree, in writing, to the confidentiality and restricted usage provisions contained in this Agreement and to furnish such further factual confirmations with respect to its disaster recovery procedures as Broadcom may reasonably request from time to time. In no event may any disaster recovery facility under the ownership, operation or control of any third party be deemed to be a Customer site hereunder nor shall any such third party be considered a third party beneficiary for the purposes of this Agreement.

3.1.5. Relocate Broadcom Software to a new Customer location within the Territory upon prior written notice.

3.2. The Broadcom Software may be provided under terms and conditions, use Meter(s) and model(s) set forth within Specific Program Documentation ("**SPD**") identified in applicable Transaction Document(s). The Broadcom Software's specifications, product use rights and specified operating environment information may be found in the Documentation accompanying the Broadcom Software, if available (e.g., a user manual,

user guide, or readme.txt or notice.txt file). The SPD and/or Product Use Rights form an integral part of applicable Transaction Document and are incorporated by reference. If the applicable version of the Software is not specifically listed within the applicable Transaction Document, the SPD and/or Product Use Rights for the most recent prior version shall apply.

3.3.

The grant of license is contingent upon Customer's compliance with the following obligations set out under this provision and Customer agrees that, except as expressly set forth in the Agreement or to the extent permitted by applicable law, it shall not: (i) make available, provide or sub-license the Broadcom Software or its results/outputs in any form other than to Authorized End Users, (ii) make any use of the Broadcom Software for which it has not paid, (iii) cause or permit de- compilation, reverse engineering, or otherwise translate or derive source code from all or any portion of the Broadcom Software; (iv) modify, unbundle, enhance or create derivative works of the Broadcom Software and/or Documentation; (v) rent, sell, lease, assign, or transfer the Broadcom Software or use the Broadcom Software to provide hosting, service bureau, on demand or outsourcing services for the benefit of a third party; (vi) remove any proprietary notices, labels, or marks on or in any copy or version of the Broadcom Software or Documentation; (vii) claim any rights in the Broadcom Software other than its right to use, (viii) export or use the Broadcom Software in violation of US or other applicable laws and regulations, or (ix) use the Broadcom Offerings for any prohibited end use, such as for nuclear technology applications, missile, or other military guidance systems and biological weaponry, or major radiation exposure field applications. Any right that

is not granted to Customer under this Software Module, the Foundation Agreement or a Transaction Document is reserved to Broadcom. Customer may not use the Software in an electronic communications network that is used wholly or mainly for the provision of publicly available electronic communications services ("**Public Network**") in a manner that violates the rights to privacy or freedom of expression as outlined in the Universal Declaration of Human Rights and the International Covenant on Civil and Political Rights (collectively, "International Human Rights Standards"), of any individual user who directly accesses the Internet or otherwise transmits data through a Public Network, provided the foregoing shall not limit use of the Software in a Public Network to restrict, monitor, collect or process data accessed or transmitted by individual users based upon exceptions to the rights of privacy or freedom of expression that are recognized by International Human Rights Standards. In order to better understand and meet its customers' needs, Broadcom may collect, use, analyze and retain Customer's metadata, system topography information, and/or operations data and, in a confidential and anonymous manner, aggregate such data with similar usage data of other Broadcom customers.

3.4. Audit.

3.4.1. Customer agrees to provide verified reports and records reasonably requested by Broadcom to verify Customer's compliance with the Authorized Use Limitation and License Metric defined in the Transaction Document. These reporting and verification obligations remain in effect during the Term of the Broadcom Offering and for twelve (12) months thereafter. Customer agrees that, upon thirty (30) days' prior written

notice, Broadcom or an independent third party may audit Customer's compliance with the Foundation Agreement, Software Module and the Transaction Document, remotely or at Customer's facilities. Customer shall cooperate in good faith with such audit, which Broadcom agrees will be confidential, and commercially reasonable in nature and time. If Customer's self-verification or Broadcom's audit reveals any unpaid or unlicensed use, Broadcom shall provide written notification to Customer and within thirty (30) days of such written notification, Customer shall order at Broadcom's then-current list price, a sufficient number of such Broadcom Offering(s) and any applicable Support to cover its past or current use in excess of the Authorized Use Limitation and License Metric. If an audit reveals an underpayment of ten percent (10%) or more of total fees owed for the review period, Customer will also reimburse Broadcom for its reasonable audit expenses.

3.4.2. For all Broadcom Mainframe Software, Customer shall additionally provide to Broadcom via upload to scrt.broadcom.com within ten (10) days after the end of each month the IBM SCRT product report for ISV programs for Customer's z/OS mainframe machines, wherever located and whether owned or leased by Customer and any Affiliate or any outsourcing partner, including all disaster recovery machines. For Customers running Broadcom mainframe VSE products, Customer shall provide the ISV SCRT for z/VSE report annually on or before each anniversary date via upload to scrt.Broadcom.com. For

Customers running Broadcom Mainframe VM products, Customer shall provide a listing of the model, serial number and LPAR names of each CPU located at, or remotely accessing each Customer site to CA annually on or before each anniversary date via upload to scrt.broadcom.com. Customer shall retain all SMF type 70 and 89 records for twelve (12) months. These reporting and verification obligations remain in effect during the Term and three months thereafter, and upon request up to twelve (12) months thereafter.

3.5. Customer may request licenses to the Software that may be used only to upgrade or replace hardware, change data centers, or upgrade to a newer version of the Software ("**Migration Licenses**"). Customer may only use Migration Licenses for the period granted by Broadcom. Migration Licenses to the Software are provided "AS IS" without indemnification, support, or warranty of any kind, express or implied. Broadcom's aggregate liability (excluding indirect damages, for which Broadcom expressly disclaims all liability) for any claim arising from Customer's use of the Migration Licenses will not exceed $5,000 USD.

3.6. If the Broadcom Software is provided to Customer for evaluation purposes Section 3.1 (License Grant) is replaced with the following:

3.6.1. Broadcom grants to Customer a non-exclusive, temporary, royalty-free, non-assignable license to use the Broadcom Software solely for internal non-production evaluation subject to the applicable SPD and/or Product Use Rights

supplement. Such evaluation license shall terminate (i) on the end date of the pre-determined evaluation period or (ii) sixty (60) days from the date of initial installation of the Broadcom Software, if no such evaluation period is pre-determined ("**Evaluation Term**"). Customer is solely responsible to take appropriate measures to back up its system and take other measures to prevent any loss of files or data. The Software may contain an automatic disabling mechanism that prevents its use after a certain period of time. Upon expiration of the Evaluation Term, Customer must cease use of the Broadcom Software and uninstall or destroy all copies of the software. Broadcom shall accept no liability for Customer's use of the Broadcom Software for evaluation purposes. All other terms and conditions of this Agreement shall otherwise apply to Customer's evaluation of the software.

3.6.2. THE SOFTWARE PROVIDED FOR EVALUATION MAY NOT BE TRANSFERRED AND IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE ACCOMPANYING SOFTWARE DOCUMENTATION IS PROVIDED FOR THE PURPOSE OF DESCRIBING THE SOFTWARE; BROADCOM DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR OTHER BROADCOM COMMITMENTS, OBLIGATIONS, OR LIABILITIES, IN SUCH SOFTWARE.

4. HARDWARE OFFERING AND OBLIGATIONS

4.1. The Hardware provided to Customer pursuant to a Transaction Document is to be used only with the Broadcom Software that is pre-installed or delivered for

installation. Subject to Customer's compliance with this Agreement, Broadcom permits Customer to use the Hardware solely with the Broadcom Software preinstalled or delivered for installation in support of Customer's internal business operations.

4.2. Certain Hardware requires Customer to register a service tag prior to use in the location Customer intends to use the Hardware ("**Geographic Use Location**"). In the event Customer wishes to change Customer's Geographic Use Location, Customer may do so at no additional cost but must contact Broadcom support to re-register the Hardware tag. Any change to the Geographic Use Location and/or any service request that requires Broadcom to obtain additional information and/or validate information to acknowledge and approve warranty service entitlements may result in a delay in providing warranty service entitlements.

4.3. Broadcom will provide a replacement unit for any Hardware that fails to operate in accordance to published configuration and technical specifications within the first three (3) business days after installation, provided that such installation must be completed within thirty (30) days from the date of shipment. Failure to operate does not include cosmetic or other defects that do not directly affect the Hardware's performance. Units which fail to operate must be identified as such by either a Broadcom technical support engineer or an authorized Broadcom representative. A new, like-model replacement unit will be shipped using commercially reasonable means to ship the replacement Hardware. Broadcom will aim to ship within five (5) business days from receipt of notification of product failure, subject to product availability. Delivery

is dependent on destination and may be impacted by delays in customs that are beyond the control of Broadcom or its carriers. Customer is responsible for reading and complying with the return instructions included with the replacement Hardware. Broadcom shall not be responsible for any software, firmware, information or data provided by Customer or a third party that is contained in, stored on, or integrated with, any hardware component returned to Broadcom for repair or replacement, whether or not under warranty.

4.4. If Hardware is provided to Customer for evaluation, Customer will: (i) safeguard and protect the Hardware, (ii) not loan the Hardware to a third-party, (iii) not allow any lien to be imposed upon the Hardware, and (iv) be responsible for any damage to the Hardware beyond normal wear, including replacement cost if the Hardware is stolen or lost.

5. SUPPORT OFFERING

5.1. If Support is purchased as set forth within a Transaction Document, Broadcom will provide Customer with purchased Support in accordance with the guidelines at: https://support.broadcom.com/web/ecx/support-content-notification/-/external/content/release-announcements/CA-Support-Policies/6933 (or successor URL). If a renewal fee for Maintenance is identified on a Transaction Document, then Broadcom may automatically invoice Customer for such renewal unless Broadcom receives not less than thirty (30) days written notice from Customer prior to the anniversary of the

applicable Term that such Maintenance is not desired.

5.2. If Content Updates are included as part of Maintenance, Customer is granted the right to receive and use Content Updates as and when they are made generally available, for the Maintenance term, and only for the quantity, indicated on the applicable Transaction Document(s). This Agreement does not otherwise give Customer the right to obtain or use Content Updates, and any unauthorized access to or use of Content Updates is deemed a breach of this Agreement. Upon expiration or termination of the Maintenance Term, Customer must uninstall any Software component that facilitates the receipt of Content Updates and use of Content Updates after expiration or termination of the Maintenance term is a material breach of this License Agreement.

5.3. Software Updates/Upgrades, as provided pursuant to guidelines, may only be obtained for the Authorized Use Limitation or quantity indicated in the applicable Transaction Document. Any Software Updates/Upgrades to an existing license do not modify or alter Customer's Authorized Use Limitation or quantity. If Customer is permitted to transfer its licenses to a different Broadcom Software title, then Customer may receive a new Transaction Document on the condition that Customer cease using the replaced Broadcom Software prior to use of such replacement Broadcom Software. Software Updates/Upgrades are subject to the then-current version of this agreement.

6. THIRD PARTY TERMS

6.1. In the event that the Broadcom Software contains

third-party software components, additional terms, notices and/or information that may be applicable to such third-party software components may be found in the Documentation accompanying the Broadcom Software (e.g., a user manual, user guide, or readme.txt or notice.txt file), and/or at legaldocs.broadcom.com <http://legaldocs.broadcom.com/>(or successor URL) **<https://www.symantec.com/enterprise-legal>**

7. SOFTWARE PERFORMANCE WARRANTY

7.1. For Distributed Software. Broadcom warrants that the Distributed Software as defined in the Transaction Document will operate materially in accordance with the applicable specifications set forth within the Documentation for a period of ninety (90) days after delivery of the Broadcom Software subject to Customer's compliance with the Agreement.

7.2. For Mainframe Software. Broadcom warrants that the Mainframe Software will operate materially in accordance with the applicable specifications set forth within the Documentation for the Term, subject to Customer's compliance with the Agreement.

8. SOFTWARE PERFORMANCE WARRANTY REMEDY

8.1. If Broadcom has breached either warranty set forth in the section entitled: Performance Warranty, Customer's remedy is for Broadcom to, in consultation with Customer, to either (i) use reasonable efforts consistent with industry standards to cure the defect, or (ii) replace the Broadcom Software(s) with one that materially complies with the Documentation, or (iii) terminate the

license and provide a prorata refund of the license fees paid and or Support fees. To Customer or Broadcom Partner (wherefrom the non-compliant Broadcom Offering was procured). If option (iii) applies, the pro-rata refund shall be calculated on the number of months left remaining on the Term of the applicable Transaction Document or if the Broadcom Software is licensed under Perpetual License, using (only for purposes of a refund calculation) an amortization schedule of three (3) years. The above warranty remedies are Broadcom's sole obligation and Customer's sole and exclusive remedy for the breach of the above warranty.

8.2. Warranty remedies are conditioned upon (i) any error or defect reported is reasonably reproducible by Broadcom, (ii) the Broadcom Software is not modified and is being used in accordance with Broadcom Documentation, and (iii) the breach is not attributable in whole or in part to any non-Broadcom product(s) or service(s).

9. HARDWARE PERFORMANCE WARRANTY

9.1. Broadcom warrants that the Hardware shall be substantially free from material defects in material and workmanship under normal authorized use and service and will substantially conform to the written documentation accompanying the Hardware for twelve (12) months from date of shipment (the "Hardware Warranty Period"). Any third party hardware that is (a) not manufactured by Broadcom; (b) not embedded within the Broadcom Offerings manufactured by Broadcom; or (c) identified as separate items on

Broadcom's price list or quotes shall be subject exclusively to the manufacturer's warranty for such third party hardware.

10. HARDWARE PERFORMANCE WARRANTY REMEDY

10.1. Upon confirmation of a defect or failure of a Hardware, or component and depending on the

then-current Geographic Use Location of the Hardware, Customer's sole and exclusive remedy for defective Hardware, or component thereof, if notified within the Hardware Warranty Period, shall be for Broadcom to arrange for, at its sole option and discretion, to: (i) repair or replace the defective Hardware, or component thereof, with either a new or refurbished replacement Hardware, or component, as applicable; (ii) provide onsite repair services for any defective Hardware, or component; or (iii) repair or replace any defective Hardware returned to Broadcom through Broadcom's Returned Merchandise Authorization Services process for Hardware. The instructions on how to submit a request are detailed at https://support.broadcom.com/web/ecx/support-content-notification/-/external/content/release-announcements/CA-Support-Policies/6933, (or successor URL). Any repaired parts or components or replacement parts or components provided by Broadcom pursuant to any Hardware warranty service shall be warranted only for ninety (90) days, provided, however, that Customer's warranty for such part or component may become void

due to improper installation or other damage to such parts or components. Customer must remove all data from Hardware before returning it to Broadcom. All defective Hardware, or any component thereof, which has been replaced, shall become the property of Broadcom. All defective Hardware, or any component thereof, which has been repaired, shall remain Customer's property. THE FOREGOING IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND BROADCOM'S SOLE AND EXCLUSIVE LIABILITY FOR BROADCOM'S BREACH OF THIS LIMITED WARRANTY.

SaaS Module

1. INTRODUCTION

1.1. This Module for Software as a Service ("**SaaS Module**") between the applicable Regional Broadcom Entity set forth in the referencing Transaction Document, a Broadcom Inc. company, ("**Broadcom**"), and Customer, ("**Customer**"), is effective on the date set forth in the referencing Transaction Document, and specifies the terms and conditions which apply to SaaS that Broadcom will provide to Customer.

1.2. This SaaS Module incorporates by reference the terms of the Foundation Agreement effective on the date set forth in the referencing Transaction Document between Broadcom and Customer (or Broadcom Partner). Any capitalized terms used in this SaaS Module shall have the meanings given in the Foundation Agreement unless otherwise provided herein.

2. DEFINITIONS

2.1. "**Authorized Use Limitation**" or "**Meter**" means the limitation on usage of SaaS as measured by the Billing Metric specified in the Transaction Document.

2.2. "**Authorized Users**" means Customer, its employees and independent contractors and/or Customer Affiliates or as otherwise defined in the SaaS Listing, that access and use SaaS provided that they are bound by terms and conditions no less restrictive than those contained in the Agreement and solely to the extent that they are acting on behalf of Customer or Customer Affiliates.

2.3. "**Billing Metric**" means the metric for billing SaaS to Customer as defined in the SaaS Listing (e.g., users, transactions, etc.).

2.4. "**Customer Data**" means any information uploaded by Authorized Users or Customer authorizes access for processing by Broadcom on behalf of Customer in the course of accessing and using SaaS.

2.5. "**Data Center Region**" means a geographic region that is served by one or more hosting facilities for Broadcom SaaS. Broadcom Data Center Regions are set out in the SaaS Listing.

2.6. "**Force Majeure Event**" means an event that arises out of causes beyond a Party's reasonable control, including, without limitation, war, civil commotion, act of God, strike or other stoppage (whether partial or

total) of labor, any law, decree, regulation or order of any government or governmental body (including any court or tribunal) and/or delays or outages caused by an internet service provider or independent (not a Party's subcontractor) hosting facility.

2.7. "**Non-Production**" means any Customer deployed environment that is not Production such as development, test, staging, demonstration, or training environments.

2.8. "**Production**" means the "live" environment of SaaS that Customer uses as their primary business environment.

2.9. "**SaaS**", "**SaaS Offering**", "**Online Service**", or "**Cloud Service**" means the version of the Broadcom software and/or type of service defined in the Transaction Document and made available to Authorized Users via the Internet.

2.10.

"**SaaS Listing**" means the operating parameters, data and data center location(s), applicable audit standards, availability standards and any other details for the specific SaaS Offering as published or made available by Broadcom. SaaS Listings may define provisioning and management processes
applicable to the SaaS Offering, types and quantities of system resources (such as storage

allotments), functional and technical aspects of the SaaS, as well as a catalogue of available service requests. SaaS listings are available at https://www.broadcom.com/support/whyca/saas/saas-resources <https://www.broadcom.com/support/why-ca/saas/saas-resources>.

2.11. "**SaaS Support**" means support of the SaaS Offering so it operates materially in accordance with the Documentation.

2.12. "**Scheduled Downtime**" means planned downtime of SaaS availability for periodic and required maintenance events, including but not limited to, upgrades and updates to the SaaS and data center infrastructure where Broadcom provides notice to Customer at least 72 hours in advance.

2.13. "**Service Level Availability**" or "**SLA**" means the targeted availability levels measured in the Production environment, as specified in the SaaS Listing which may vary according to each SaaS Offering and its component capabilities.

2.14. "**Security Breach**" means access to Customer Data by an unauthorized person or entity.

2.15. "**Subscription Term**" means the initial or renewal period of the subscription to a SaaS Offering as set out

in the Transaction Document.

2.16. "**Trial Period**" means the period of time that Customer accesses and uses SaaS for evaluation, proof of concept, or trial set out in the Transaction Document. If no time is indicated, then the period shall be set for thirty (30) days from the effective date of the Transaction Document. For avoidance of doubt, only a Transaction Document which explicitly states that it is for trial or evaluation by the Customer shall be considered a trial use.

3. SAAS OFFERING

3.1. Subject to the Customer's compliance with the Agreement, Broadcom provides Customer a nontransferable and non-exclusive right for Customer and its Authorized Users to access and use SaaS for the Customer's internal business use during the Subscription Term in accordance with the Agreement.

3.2. If SaaS is provided on a trial basis, Customer agrees to access and use SaaS solely for trial and evaluation purposes during the Trial Period, in accordance with the usage restrictions set forth in the Transaction Document. At the end of the Trial Period, Customer's right to access and use SaaS automatically expires and Customer agrees to cease accessing and using SaaS and to de-install any agents or copies of software provided as part of the SaaS

and certify to Broadcom in writing that all copies or partial copies of any such software have been deleted from Customer's computer libraries and/or storage devices and destroyed. If Customer desires to continue its use of SaaS beyond the Trial Period, Customer may enter into a Transaction Document and pay the applicable fees. DURING TRIAL PERIODS, CUSTOMER AGREES TO ACCESS AND USE SUCH SAAS ON AN AS IS BASIS AND AGREES THAT Broadcom PROVIDES NO WARRANTIES, SLAS OR INDEMNITIES ARISING OUT OF SUCH ACCESS AND USE. ANY DATA ENTERED OR CONFIGURATION OF THE SAAS DURING THE TRIAL PERIOD WILL NOT BE STORED OR AVAILABLE AFTER THE TRIAL PERIOD.

4. FEES

4.1. The Authorized Use Limitation and associated fees shall be as set out on the Transaction Document. Customer agrees that the purchase of any SaaS is not contingent on Broadcom providing any future features or functionalities.

4.2. For Subscription Terms that are invoiced in advance, Customer may increase the Authorized Use Limitation or Meter amount at any time, by executing a Transaction Document for additional SaaS. If Customer's current use of a SaaS offering exceeds the Authorized User Limitation or

Meter amount shown on Customer's applicable Transaction Document, then Customer, or its delegated Broadcom Partner, must promptly submit a new order for the additional use, which will be invoiced at the then-current rates, or as mutually agreed upon by the Parties, through the current Subscription Term, and the aggregate Authorized Use Limitation or Meter amount will be the basis for any renewal of the Subscription. Broadcom reserves the right to invoice Customer for any additional use, at the then-current rates, if a corresponding order is not promptly received.

5. CUSTOMER DATA

5.1. Customer exclusively owns all rights, title and interest in and to all Customer Data. Customer Data will be stored and processed in the applicable Data Center Region. Broadcom shall not access Customer's user accounts, or Customer Data, except in response to SaaS or technical issues where Customer requests or consents to such access in consultation with Broadcom. Customer acknowledges and agrees that Broadcom may use Customer Data to the extent necessary for the purposes of detecting, blocking, analyzing and reporting cyber-threats in the delivery of any Symantec product family offerings, including, but not limited to, the following purposes: (i) the development of threat intelligence

resources aiming at improving the ability of networks and systems to resist unlawful or malicious actions compromising the security of information and services accessible via such networks and systems; and (ii) the development and enhancement of any Broadcom Offerings.

5.2. Broadcom will collect, modify and analyze metadata and/or operations data which does not contain any Customer Data, such as system log files, configuration, performance, usage data and transaction counts which relate to system utilization and performance statistics, all as deemed necessary by Broadcom.

5.3. Customer may access Customer Data, reports and/or information through SaaS until the end of the Subscription Term. Deletion of Customer Data will occur either (a) after the end of the Subscription Term or (b) as specified in the SaaS Listing. Customer is responsible for ensuring that it has necessary copies of Customer Data prior to expiration or termination.

5.4. Customer is responsible for obtaining all approvals and consents required by any third parties to use the SaaS. Broadcom is not in default of its obligations if it cannot provide the SaaS when approvals or consents have not been obtained or any third party otherwise validly

prevents Broadcom from providing the SaaS. Customer is responsible for its account information, passwords and other login credentials and must notify Broadcom immediately of any known unauthorized possession or use of your credentials.

5.5. In case of a Force Majeure Event, Customer acknowledges and agrees that Customer Data may not be fully recoverable beyond the last restoration archive point, the frequency of which is described in the SaaS Listing.

5.6. Customer agrees not to provide any health, payment card, biometric, or similarly sensitive personal information that imposes specific data security obligations for the processing of such data unless it is a supported feature in the Documentation of the applicable SaaS Offering and Customer completes the appropriate agreements with Broadcom, if applicable.

6. SECURITY

6.1. Broadcom will maintain and administer a security policy

with physical and technical safeguards designed to protect the security, integrity and confidentiality of the Customer Data. Broadcom runs security background checks on all operations staff. Broadcom shall adhere to and subject such policies and practices to an audit under the compliance criteria defined in the applicable SaaS Listing. A copy of Broadcom's audit reports and certifications can be found at https://www.broadcom.com/support/why-ca/saas/complianceauditreports <https://www.broadcom.com/support/why-ca/saas/compliance-audit-reports>

6.2. Broadcom is not responsible for unauthorized access, alteration, theft or destruction of Customer Data arising from Customer's own or its Authorized Users' actions or omissions in contravention of the Documentation. Customer's ability to recover any lost data resulting from Broadcom's misconduct is limited to restoration by Broadcom from the most recent back-up.

6.3. In the event that Broadcom has determined that a Security Breach will or is likely to cause harm to the Customer or an Authorized User, Broadcom will, as promptly as practicable but in no event later than as required by law, provide Customer with notice of the

Security Breach. After initial notification, Broadcom will keep Customer updated at periodic intervals on the steps taken by Broadcom to investigate the Security Breach including providing a reasonably detailed incident report, including measures to be taken by the Customer to minimize potential damages. Such report will be provided promptly following completion of the report. The Parties understand and agree that if Broadcom is prevented by law or regulation from providing such notice(s) and/or reports within the time frames, such delay shall be excused. In the event of a security risk to a SaaS Offering or its users, Broadcom may suspend Customer's use of that SaaS Offering.

7. SAAS SUPPORT

7.1. Customer shall be provided with SaaS Support during the Subscription Term in accordance with the applicable Broadcom Support Policy at <https://support.broadcom.com/>or as specified in the applicable SaaS Listing. To access SaaS Support, Customer may utilize the Broadcom support website, or other site or notification mechanism as Broadcom may designate from time to time.

7.2. Broadcom, in its sole discretion, will provide Customer as

much notification as reasonably possible and will generally aim to provide twelve (12) months' notice of the last date of an Online Service's availability. Broadcom will provide such notification to Customer's then-current business or technical contact, and/or by publication on the applicable administrator portal for the Online Service (s). Once an Online Service is no longer available, Customer will no longer have access to or use of the Online Service.

8. MAINTENANCE AND UPGRADES

8.1. Broadcom may make changes or updates to the SaaS, SaaS infrastructure (such as compute infrastructure, storage technology, security, technical configurations, hosting facilities within Data Center Region, etc.), or SLA that do not materially degrade the deployment and consumption of the SaaS Offering during the Subscription Term including to reflect changes in technology, industry practices, and/or patterns of system use.

9. CUSTOMER RESPONSIBILITIES

9.1. Customer is responsible for all activities that occur in, or are related to, user accounts including the data,

information stored or transmitted when accessing SaaS. All applications residing within Customer's environment or installed on third party service provider's environments on behalf of Customer that integrate to SaaS shall be managed and supported by Customer. Customer is also responsible for managing components that are downloaded onto their environment such as web browser based software plug-ins that extend SaaS.

9.2. The SaaS Offerings do not include Customer configurations, nor policies and procedures implemented and set by Customer that are available through the SaaS Offering. Customer acknowledges and agree that it is solely responsible for selecting its configurations and assuring that the selection conforms to its policies and procedures and complies with all applicable laws and regulations in jurisdictions in which Customer is accessing the SaaS Offering(s).

9.3. As Customer may integrate or utilize third party links to other software, hardware or other services which are associated with, or otherwise available through the SaaS, Customer agrees that it and/or Customer Affiliates, its Authorized Users and anyone acting on their behalf shall use such third party links at their sole discretion.

Broadcom shall have no responsibility or liability with respect to such third party links used by Customer and/or Customer Affiliates, its Authorized Users or for any act or omission of any such third party provider. Customer must: (a) take appropriate steps to protect Customer Data; (b) notify Broadcom as soon as possible if Customer believes its account has been compromised; and (c) reasonably cooperate with Broadcom to resolve issues related to Customer's use of the Cloud Service.

9.4. Customer shall not: (i) make SaaS available to any third party not authorized or as otherwise contemplated by the Agreement; (ii) send or store code that can harm or result in damage to SaaS (including but not limited to malicious code and malware); (iii) willfully interfere with or disrupt the integrity of SaaS or the data contained therein; (iv) attempt to gain unauthorized access to the SaaS or its related system or networks; (v) use SaaS to provide services to third parties except as expressly permitted by the Agreement; (vi) use SaaS in order to cause harm such as overload or create multiple agents for the purpose of disrupting operations of a third party; (vii) remove or modify any program markings or any notice of Broadcom's or its licensors' proprietary rights;

(viii) perform or disclose any benchmark or performance tests on the SaaS; or (ix) perform or disclose any of the following security testing of the SaaS environments or associated infrastructure: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, penetration testing or any other test or procedure not authorized in the Documentation. A breach by the Customer of its obligations under this section shall be considered a material breach of the Agreement.

10. WARRANTY

10.1. Broadcom warrants that during the Subscription Term, the SaaS shall perform materially in accordance with the applicable Documentation subject to Customer's compliance with the Agreement. During any Trial Period, this warranty shall not apply.

10.2. Customer warrants that (i) it has the right to transmit Customer Data and any data or information as may be required for the purposes of accessing SaaS, (ii) it is responsible for all activities that occur in user accounts, and (iii) it shall not misuse SaaS by sending spam or

otherwise duplicative or unsolicited messages or store infringing, obscene, threatening, or otherwise unlawful material or material that is harmful to children or violates third party privacy rights.

11. WARRANTY REMEDY

11.1. If it is established that Broadcom has breached the above warranty, Broadcom may, at its option,
(i)

use reasonable efforts to cure the defect in the SaaS; (ii) replace the SaaS with SaaS that materially conforms to the specifications in the Documentation; (iii) in the event Broadcom cannot, after commercially practicable attempts to do so, achieve the remedies in (i) or (ii),

Broadcom may terminate the subscription to the SaaS and provide a refund to Customer or Broadcom Partner of pre-paid, unused fees calculated against the remainder of the Subscription Term as of the effective date of such termination. Customer must report the alleged breach of warranty with reasonable specificity in writing within

thirty (30) days of its occurrence to benefit from this warranty and the remedies stated herein. The above warranty remedies are Broadcom's sole obligation and Customer's sole and exclusive remedy for beach of the above warranty.

12. SERVICE LEVEL COMMITMENT

12.1. The Service Level Availability is measured against reports that Broadcom runs on a regular basis based on objective criteria. Reports are available to Customer upon request. If Customer cannot access SaaS during the Subscription Term, Customer should contact Broadcom to receive SaaS Support.

12.2. If it is determined by Customer and confirmed by Broadcom that SaaS is unavailable beyond the default threshold identified in the applicable SaaS Listing measured on a monthly basis during three contiguous months, then Customer has the right to elect any of the remedies specified therein.

12.3. The following events shall be excluded from the calculation of Service Level Availability: (i) Force Majeure

Event; (ii) outages due to Scheduled Downtime; (iii) outages based on Customer networks or domain name server issues; (iv) Customer's configuration, scripting, coding drafted by Customer without Broadcom's authorization or knowledge; (v) internet outages; (vi) outages requested by Customer; (vii) Customer changes to its environment which hinder SaaS production; (viii) outages to remedy a security vulnerability or as required by law and (ix) inability for Customer to log in to SaaS service because of dependence on non- Broadcom provided services or components (e.g., Lightweight Directory Access Protocol (LDAP) in Customer's environment).

Services and Education Module

1. INTRODUCTION

1.1. This Module for Services and Education ("**Services Module**") between the applicable Regional Broadcom Entity set forth in the referencing Transaction Document, a Broadcom Inc. company, ("**Broadcom**"), and Customer, ("**Customer**"), is effective on the date set forth in the referencing Transaction Document, and specifies the terms and conditions which apply to Services and Education that Broadcom will provide to Customer.

1.2. This Services Module incorporates by reference the terms of the Foundation Agreement between Broadcom and Customer. Any capitalized terms used in this Services Module shall have the meaning given in the Foundation Agreement unless otherwise provided herein.

2. DEFINITIONS

2.1. "**Broadcom Intellectual Property**" includes Deliverables, business processes, software, tools,

databases, data, materials, information, and any derivatives or modifications thereof, which includes, without limitation any and all patents, copyrights, trademarks, trade secrets, and other intellectual property rights therein, that are either (i) owned at any time (ii) developed independently of the Services (iii) licensed from a third party, or (iv) Modifications.

2.2. "**Broadcom Personnel**" means employees, sub-contractors or agents on behalf of Broadcom that have entered into confidentiality provisions no less restrictive than defined in the Agreement.

2.3. "**Course Materials**" means any Education content provided to Customer in any media pursuant to a Transaction Document, including without limitation, all publications, courseware, training manuals and materials, user guides, web portals, or virtual labs provided by Broadcom or a Broadcom subcontractor.

2.4. "**Customer Intellectual Property**" means Confidential

Information and any business requirements, materials, information and/or intellectual property owned or licensed that is provided by Customer, which includes, without limitation all patents, copyrights, trademarks, trade secrets, and other intellectual property rights that may be accessed or used during the provision of Services but in all cases excludes any Broadcom Intellectual Property.

2.5. "**Deliverables**" means Packaged Work Product and/or other items provided to the Customer pursuant to an SOW.

2.6. "**Education**" means any standard or customized education offerings, training or instruction, or related services, provided by Broadcom or a Broadcom subcontractor in any format or location, including without limitation, (i) instructor led training, including at Broadcom or Customer site(s), (ii) virtual training, including online classes, courses,

or course catalogues and/or (iii) class room training or testing.

2.7. "**Packaged Work Product**" means any Broadcom Intellectual Property developed prior to or during the Services which relates to the functionality of Broadcom Software provided to the Customer as a Deliverable pursuant to a Statement of Work.

2.8.

"**Project Coordinator**" means the individual appointed by a Party to act as a project coordinator for each Services engagement to (i) coordinate the performance of its obligations under the Agreement, (ii) act as its representative regarding the Services, and (iii) maintain primary responsibility for communication with the other Party in relation to the Services.

2.9. "**Services Documentation**" means the

documentation provided to the Customer pursuant to a Services engagement, including without limitation, such documentation describing the project specifications, design, configuration, architecture and testing procedures, Course Materials or installation and user guides, as applicable.

2.10. "**Services**" means the professional services or Education services provided by Broadcom or its designated subcontractors to the Customer as set out in the relevant SOW.

2.11. "**SOW**" or "**Statement of Work**" means a description of Services to be provided or as referenced in the Transaction Document.

3. SERVICES OFFERING

3.1. Broadcom will provide the Services as agreed in an SOW or Transaction Document, on the basis of time and

materials, or retainer each of which will be further described in the SOW or Transaction Document.

3.2. Broadcom will determine the resources required for the provision of the Services.

3.3. Customer may request Broadcom to change any particular Broadcom Personnel assigned to the provision of the Broadcom Services upon prior written notice provided that it can show reasonable cause for such request. Broadcom will use reasonable efforts to replace such Broadcom Personnel subject to parties agreeing any impact within a change order.

4. EDUCATION OFFERING

4.1. Broadcom will provide Education as agreed in a Transaction Document. The Transaction Document will indicate the courses or classes ordered, fees, the

number of attendees and the location of the Education services, if applicable. Customer is responsible for any travel costs and/or expenses incurred to attend Education.

5. COOPERATION

5.1. Each Party acknowledges that the success of the Services requires the cooperation of both Parties. Customer and Broadcom shall each assign, where appropriate, a Project Coordinator that has requisite authority to decide day-to-day questions that may arise in relation to the Services as defined in the SOW.

5.2. Customer acknowledges and agrees that in order for Broadcom to effectively perform the Services in a timely manner, Customer will cooperate with Broadcom by making available on a timely basis (i) management

decisions, information, approvals and acceptances required by Broadcom for the completion of the Services; (ii) appropriate access to Customer facilities, personnel, equipment, resources and systems; and (iii) any relevant information and documentation as necessary to facilitate performance of the Services. In addition to the above, Customer shall supply Broadcom Personnel with suitable office and work space, and normal office equipment and support, adequate computer resources (including necessary rights to third party software), internet, telephone and facsimile support as necessary to perform the Services.

5.3. Each Party agrees to assign competent and qualified staff to participate in the performance of the Services.

5.4. During the provision of Services and for six (6) months thereafter, Customer shall not actively solicit for hire, nor knowingly allow its employees to solicit for hire, any employee of Broadcom associated with the performance of Services without the prior written consent of Broadcom. This provision shall not restrict in any way the right of Customer to solicit generally in the media for required personnel, and shall not restrict employees, contractors, or representatives of Broadcom from pursuing on their own initiative employment opportunities from or with Customer. The parties agree that violation of this provision will subject the violating party to liquidated damages consisting of an amount equal to three (3) months' salary for each hired

employee solicited in contravention of this section.

6. FEES AND EXPENSES

6.1. Customer will pay to Broadcom the fees, expenses and other charges as provided for and approved pursuant to the Transaction Document and such expenses shall be in accordance with Broadcom's expenses policy.

6.2. The Services are to implement the pre-existing features and functions of Broadcom Software and do not include any customization or development activity that impacts any of the full features and benefits and underlying source code of the Broadcom Software. Payment of license fees and/or Support fees for Broadcom Software is not contingent upon Customer receiving the Services.

6.3. Partners. If the Broadcom Offering was ordered through a Broadcom Partner or a Broadcom Partner's reseller, Section 6.1 shall not apply.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. Customer shall retain all rights in and to Customer Intellectual Property, including all Customer Intellectual Property that may be contained in the Deliverables, and such rights shall remain vested in Customer.

7.2. Broadcom shall retain all rights in and to all Broadcom Intellectual Property and such rights shall remain vested in Broadcom.

7.3. If information or materials are used by a Party in the performance of its obligations in the Agreement, such use of information or materials shall not transfer ownership of that information or materials to the other Party.

7.4. Customer shall have the right to modify or adapt the Deliverables excluding any Packaged Work Product as required or deemed appropriate by Customer ("Modifications"), however any such Modification shall render void any warranties or indemnities provided by Broadcom and its licensors or subcontractors.

7.5. Broadcom grants to Customer, a non-exclusive, limited,

non-transferable license to use the Deliverables and Modifications for internal business purposes subject to terms of the Agreement. Where the Deliverables or Modifications are to be used in conjunction with Broadcom Offering then the license to use the Deliverables or Modifications shall be consistent with the usage limitations as set out in the license agreement for such Broadcom Offering.

8. WARRANTY

8.1. Broadcom warrants that (i) it will perform the Services and Education as detailed in the applicable SOW; and (ii) any Deliverable provided pursuant to a Transaction

Document will conform to the Services Documentation for thirty (30) days from the day of delivery.

8.2. Customer shall provide written notice of a warranty claim within thirty (30) days of date of delivery ("Notice") of the Services or Education claimed defective or in the case of a Deliverable, the date of delivery, that gave rise to the warranty claim. If Notice is not provided to Broadcom then the Deliverable, Services and/or

Education will be deemed delivered in accordance with the warranty obligations.

9. WARRANTY REMEDY

9.1. In the event of a breach by Broadcom of the above Warranty section, Customer's remedy, at Broadcom's discretion and in consultation with Customer, shall be to re-perform the Services and/or Education at no additional charge to Customer or to refund the applicable fees paid to Customer (or Broadcom Partner), which correspond to the Services, applicable Deliverable or Education. These remedies are contingent upon the

following: (i) that the Deliverable has not been modified by Customer; and (ii) that the alleged breach did not result from Customer's failure to abide by its obligations defined in the applicable Transaction Document or for its failure to follow the Services Documentation. To the maximum extent permitted by applicable law, the above warranty remedies are Broadcom's sole obligation and Customer's sole and exclusive remedy for breach of the above warranty.

10. CHANGE REQUEST, CANCELLING, AND RESCHEDULING

10.1. Upon request by Customer or Broadcom, the scope of

Services may be adjusted through a mutually agreed change order defining the impact of any changes, including the fees or any other aspect of the provision of the Services.

10.2. Customer must provide written notice at least 10 business days prior to the start of the Services to reschedule or cancel a SOW. If Customer reschedules or cancels a SOW, Customer must pay all non-refundable expenses incurred by Broadcom.